

TECHNICAL AGREEMENT

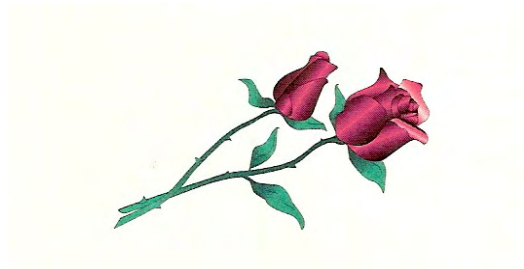
between

*CHRISTUS St. Vincent Regional Medical
Center*

&

District 1199 NM

National Union of Hospital and
Healthcare Employees
AFSCME, AFL-CIO



July 1, 2008
to
June 30, 2011



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**Between
CHRISTUS St. Vincent Regional Medical Center and
District 1199NM,
National Union
Of Hospital and Health Care Employees
AFSCME, AFL-CIO**

July 1, 2008 to June 30, 2011

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AGREEMENT

This Agreement is made and entered into by and between St. Vincent Hospital, 455 St. Michael's Drive, Santa Fe, New Mexico, hereinafter referred to as the "Hospital" and District 1199 NM, National Union of Hospital and Healthcare Employees, Local 1199, American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the "Union."

PURPOSE

The purpose of this agreement is to maintain harmony, cooperation and understanding between the management and the employees; to provide orderly collective bargaining relationships between the Hospital and the Union; to secure prompt and fair disposition of grievances without harassment; to assure the safe and efficient operation of the Hospital and uninterrupted service to its patients; and through a productive, constructive relationship between the management and employees to provide and improve the quality of patient care and enhance the working conditions of the employees.

To this end, the Hospital and Union recognize that:

Employees and management agree that patient satisfaction is built and maintained through employee satisfaction and agree to contribute to each other's and each patient's sense of well-being and health through their actions and behaviors.

Employees and management will adhere to professional licensing standards, the professional code of ethics, and adequate staffing for the term of this agreement.

The Hospital and the Union recognize that they are partners in developing, negotiating, and implementing bargaining unit employees' wages, hours and the working conditions necessary to provide quality care to those we serve.

Employees and management agree to strive for high levels of patient satisfaction as measured by Press Ganey scores in conjunction with St. Vincent Hospital's goals set forth below.

St. Vincent Hospital Goals

As presented in the purpose statement of our Hospital, the Union and management agree that along with the goals of patient safety, comfort, and timely positive outcomes, patient satisfaction is an important common goal. We acknowledge that patient satisfaction is an important parameter in both the business and patient care aspects of our work. To this end, the people who provide direct care to patients agree that friendliness, courtesy and attention to our patients' expressed wants and needs can increase both patient satisfaction and our own sense of accomplishment.

The Union and management acknowledge that adequate staffing bears a critical relationship to patient satisfaction. Outstanding patient care and patient satisfaction that comes with that care requires time for the caregiver. For example, explanations of all aspects of a patient's care to the patient and to the patient's family are highly important to their satisfaction, but if the caregiver is too busy meeting other more basic goals with other patients, that satisfaction may suffer.

The Union and management acknowledge that they have a common objective that staffing goals be achieved along with patient satisfaction goals. These goals include full compliance with all established staffing guidelines by the date of implementation of the Unit Patient Satisfaction Initiative starting in January 2000.

The Union and management acknowledge a common goal that our use of travelers be diminished as rapidly as their contracts and our recruiting efforts allow with a goal of no new travelers being hired after June 2000.

With staffing and patient satisfaction goals achieved, we believe we will be able to bring our Hospital into a new era of prosperity, fiscal responsibility and community pride. In so doing, we can keep our local residents from being drawn to other facilities and we will be able to provide the best jobs in Santa Fe.

Goals of Patient Satisfaction And Service Excellence

The members of the bargaining unit embrace the goals of patient satisfaction and service excellence. Management and the Union recognize that these goals will be partially achieved by service from departments outside the bargaining units. Direct caregivers may be called upon to explain, apologize for, praise or find creative ways to deal with behavior outside the bargaining units. A "patient care first" philosophy enables direct caregivers to have an influence over improving these departments. Projects designed to improve these support services should include bargaining unit employees who can communicate the effect these services have on patient satisfaction. Involved employees will receive clinical ladder credit for the hours of their participation. Patient survey results which do not reflect the behavior of bargaining unit members shall not be applied in a way to make members responsible for other departments.

Frequent, positive feedback to employees in the form of manager letters of recognition will improve patient satisfaction behaviors. Staff evaluation of manager behaviors and manager evaluation of staff behaviors, which affect staff morale and patient and staff satisfaction, will have high priorities.

Recruitment efforts will be enhanced by direct contact with an R.N. who recruits nurses and techs. This person will provide clear information about St. Vincent Hospital and will be able to answer nursing and technical questions. The R.N. should have a clearly defined checklist and timeline for important behaviors such as contacting managers and calling applicants back. Hand delivery of hard copies of applications will be accepted at Human Resources with the applicants' satisfaction a primary goal.

ARTICLE 1

RECOGNITION

1.01 The Hospital recognizes the Union as the sole collective bargaining agent for the employees of the Hospital in the unit described in the certification of representation issued by the National Labor Relations Board in Case No. 28 RC 4642.

1.02 SVRMC agrees that during the term of this Agreement it will not challenge the bargaining unit status of any technician/technologist or job classification covered by this Agreement. SVRMC further agrees that during the term of this Agreement it will neither claim that any technician/technologist or job classification covered by this Agreement exercises supervisory authority within the meaning of Section 2 (11) of the NLRA, nor assign any technician/technologist such duties for the purpose of removing that technician/technologist from the bargaining unit. Finally, SVRMC further agrees that during the term of this Agreement it will not challenge the Union's right to represent any technician/technologist in any job classification covered by this Agreement based on the claim that such technician/technologist is a supervisor within the meaning of the NLRA.

ARTICLE 8

WORKING HOURS AND OVERTIME

8.01 A. Designated Work Weeks. The regular schedule of an employee's work shall consist of not more than 80 hours in a two-week pay period for those employees working eight-hour shifts. The regular schedule for employees working any shifts other than eight-hour shifts shall consist of not more than 40 hours in a one-week period. Overtime shall be paid at one and one-half times the employee's regular rate of pay for all hours worked in excess of 80 hours per two week period for those on eight-hour shifts; or 40 hours per week, for those on other than eight-hour shifts.

Definitions. For all purposes of this Agreement, the following definitions of "full-time," "part-time," and "casual/per diem" employees shall apply.

Regular Full-time Employees. Full-time employees are defined as those who are regularly assigned eight hours per day and 80 hours per biweekly pay period or any other combination if regularly assigned at a .9 FTE level (at least 72 hours in each bi-weekly pay period)

Regular Part-time Employees. Part-time employees are defined as those who are not considered full-time employees and who are regularly assigned to fewer than 72 hours per bi-weekly pay period (less than .9 FTE) but at least eight hours per biweekly pay period (.1 FTE).

Casual/Per Diem Employees. Casual/per diem employees shall include the employees who are not scheduled but who are available and have elected to work on an unscheduled basis. Such employees are entitled to shift differential, charge duty pay, weekend differential, and premium pay for holidays. Additionally, casual/per diem employees may be placed on-call, in which case, the employee would be eligible for on-call and call-back.

Contract Definition: The definition of part-time employees in 8.01 refers to hours and overtime. In addition, the definition of part-time employee in 8.01 is used when not defined in other parts of the contract.

Language Clarification: Overtime will be paid according to the specifications outlined in the Fair Labor Standards Act.

Please refer to Addendum P for a detailed grid of applicable benefits for each benefit group classification.

8.02 Designated Shifts. Employee preference will be considered in shift assignments whenever possible. Schedules shall not be discontinued or permanently altered without consulting the affected employee(s). It is the Hospital's intention to continue to provide the opportunity to employees to work flexible schedules.

8.03 Daily Overtime. For persons working shifts of eight hours or more, daily overtime of one and one-half times the regular rate of pay will be paid for all hours worked in excess of their regularly scheduled shift, regardless of whether an employee would have been on-call following the end of the regularly scheduled shift or not.

Language Clarification: Any full, part-time or per diem employee who works less than an eight-hour shift does not get daily overtime. Daily overtime will be paid according to the employee's daily overtime classification code.

If an employee works a combination of shifts – (i.e. 8's & 12's), then they would be coded in per the shift with the greatest number of hours – (i.e. 12/40 or 10/40) and if they work overtime on an 8 hour shift, the overtime hours would need to be edited.

Employees whose regular shifts are less than 8 hours should be coded as 8/80.

Unit based per diem employees who have regular assigned shifts should be coded for daily overtime in accordance with the shifts they are assigned. If they work a combination of shifts they should be coded in per the shift with the greatest number of hours and if they work overtime on an 8-hour shift, the overtime hours would need to be edited.

If a current per diem employee already has an overtime classification that is not 12/40 and wishes to retain that classification the employee will be allowed to do so; however, employees who have an 8/80 classification will not be scheduled for shifts of more than 8 hours. Effective 7/1/05, all newly hired per diem employees or current employees who change to a per diem status will be coded as 12/40. The 12/40 designation does not obligate a per diem employee to only work 12 hour shifts.

Language Clarification: Overtime will be paid according to the specifications outlined in the Fair Labor Standards Act.

8.04 Rest Periods. All employees shall be entitled to one 15-minute rest break for each four hours worked. Such rest periods may be taken off the employee's assigned unit. Such rest periods will usually be taken on the Hospital grounds, unless special circumstances require otherwise and the employee has received permission from his/her supervisor or designee to leave. The Hospital will grant employees an unpaid meal period of one-half hour duration for individuals working five or more hours consecutively. Lunch and rest breaks shall be taken as scheduled during the shift. Lunch and rest breaks may not be taken at the beginning or end of a shift unless approved in advance by the employee's supervisor (or designee).

Language Clarification: Employees who have random instances of no lunch with supervisor approval will be able to clock to "no lunch" into the time clock at the end of the shift.

See Addendum J for clarification of specific circumstances regarding no lunch pay.

8.05.1 Scheduling. Time schedules and days off shall be posted 14 days in advance for a four-week period. Personal scheduling requests received in writing seven calendar days before the schedule is posted shall be honored when feasible so long as staffing requirements are met. If unforeseen circumstances require the Hospital to change or alter the schedule, the affected employee shall be notified not less than five hours in advance. If an illness requires an employee to be absent from scheduled work hours, the employee shall notify his/her supervisor or designee by phone at least three hours prior to the scheduled start of a shift.

8.05.2 Staffing. The parties agree to cooperate in an effort to ensure an appropriate relationship between patient care needs and staffing levels. These matters shall be appropriate subjects for the Patient Care Health and Safety Committee.

In order to provide safe, effective, quality patient care in a timely manner the following staffing guidelines will be established:

1. An accurate, workable staffing system will be negotiated and agreed upon for all technical units. The staffing patterns will be reviewed quarterly by management and representatives of the Union. Proposed staffing patterns and changes in staffing patterns will be recommended to senior management for approval.

2. A core staffing ratio will be negotiated and agreed upon for each technical unit based on that unit's staffing standard. A minimum core **or** core staff-patient ratio will also be determined for each technical unit.

A call by the charge tech/department manager for additional staff will be initiated whenever staffing drops to the minimum core level if applicable or to core level if applicable.

In instances of irreconcilable staffing shortages when Tech staffing falls 1 FTE below the minimum core or core (whichever is applicable) staffing level on any given unit for more than one hour, all Tech employees working on that unit will be paid 1.5 times their base rate of pay for all hours worked until minimum staffing is obtained.

BMC will be paid for hours worked after the initial first hour is completed by the shift working with BMC staffing, and will continue to be paid until minimum core or core (whichever is applicable) staffing is met.

3. The 24 hour chain of command, in order of responsibility for reporting inadequate staffing issues, will be:

Days – Team Supervisor, Manager or House Supervisor
Evenings/Nights – House Supervisor

Managers and/or house supervisors will contact the Administrator on call, Vice President of Operations, or CEO as defined by policy.

8.06 Training. The Hospital recognizes that employees may or may not have training or experience in specialty areas. Employees without appropriate training and/or experience shall not regularly be assigned to such areas. Employees may, however, be assigned to these areas for training purposes.

8.07 Consecutive Work Days. The Hospital shall make a good faith effort, consistent with patient care needs and available staffing levels in all areas, not to schedule an employee to work more than five consecutive eight-hour days without a day off, more than three consecutive 12-hour days without a day off, or more than four 10-hour days without a day off. Any employee required to work more than six consecutive eight-hour days, four consecutive 12-hour days, or five consecutive ten-hour days shall be compensated thereafter at time and one-half of their regular hourly straight time rate of pay, as premium pay, for all hours worked until granted a day off. This provision may be waived in writing by the employee as noted in Section 8.20. This waiver does not constitute a waiver of overtime pay as defined in Sections 8.01 and 8.03.

Any employee who volunteers to work extra shifts or hours whether in his/her department, or in or out of the bargaining unit, is not entitled to receive consecutive workday pay as outlined above. Additionally, mandatory on call time is not considered time worked for purposes of computing overtime or consecutive workdays. However, call back hours worked are considered as time worked for purpose of computing the overtime rate of pay.

8.08 Consecutive Weekends. The Hospital shall make reasonable efforts to schedule employees off every other weekend. Except in cases of emergency, each employee shall be scheduled off at least one weekend out of each three-week period. A weekend worked shall be defined for the first (day) and second (evening) shift personnel as any Saturday or Sunday shift. For the third (night) shift personnel, the weekend shall be defined as any Friday or Saturday night. If an employee who is not regularly scheduled to work on the third weekend is required to work three successive weekends, all time worked on the third weekend shall be paid for at the rate of one and one-half times the regular rate of pay, as premium pay, until granted a weekend off. This section shall not apply to employees who voluntarily agree in writing to more frequent weekend duty, pursuant to Section 8.20.

Contract Interpretation: A weekend off should be scheduled time off from work. If any part of the defined weekend hours is worked, whether as a regularly scheduled shift or as call back hours worked while on mandatory call; then such time will be counted as time worked for purposes of determining third weekend pay. On call hours not worked while on mandatory on-call, as well as on-call time, worked or not worked while on voluntary call; do not count as time worked for purposes of determining third weekend pay.

8.09 Rest Between Shifts. The Hospital will schedule an unbroken rest period of at least 15½ hours between regularly scheduled shifts for those on eight-hour shifts; 11½ hours between regularly scheduled shifts for those on 12-hour shifts; and 13½ hours between regularly scheduled shifts for ten-hour shifts. Any employee required to work without the above defined rest period between regularly scheduled shifts shall be paid at one and one-half times their regular rate of pay, as premium pay, for all hours for which they are required to work after the completion of one full shift until the defined rest period has expired. The defined rest period shall begin to run at the end of the regularly scheduled shift without regard to overtime worked beyond the end of the shift. This provision may be waived in writing by the affected employee pursuant to Section 8.20. The Hospital may alter the employee's work schedule in order to provide such rest period.

No rest pay will be based on the scheduled/assigned shift, not when an employee clocks in or out. If an employee is required or volunteers to work beyond his/her regularly scheduled or assigned shift, he/she is not entitled to "no rest pay" Additionally, "no rest pay" is not applicable to on call or call back time.

8.10 Floating. If the number of scheduled employees is greater than needed for a particular shift, an employee shall, at the option of the Hospital, be floated to another unit or granted the option to leave. Should it be determined that the employee will be floated, every reasonable effort will be made to float the employee to an appropriate unit. Should employees be granted the option to leave, such opportunity shall be rotated among employees desiring to leave with the opportunity to leave being offered first to the employee not having availed themselves of the opportunity to leave under similar circumstances for the longest time. Employees may take an ATO or combined leave for such time.

8.11 Report Pay. All employees who are scheduled to work and who, without having been notified not to do so, report as scheduled shall receive four hours work or four hours pay at their regular straight time hourly rate of pay in lieu thereof.

8.12 On Call Time. It has been necessary for the Hospital, because of the nature of its operations, to place some employees on call to be available for work in case of emergencies. Any employee scheduled on call shall be paid at the rate of \$[REDACTED] per hour for each hour on call. Employees who are called in to work shall be paid for all time worked at time and one-half the regular straight time rate of pay, as premium pay, plus any applicable shift and/or weekend differentials. In addition, the employee will be guaranteed a minimum of four hours straight-time pay, of which 30 minutes pay at their straight time hourly wage rate shall be designated as travel pay. To qualify for travel pay, an employee must be called back after leaving the Hospital grounds. On call time and travel pay shall not be counted as time worked for purposes of computing overtime. If an employee scheduled on call is called back to work for more than eight hours in a 24 hour period, he/she shall be replaced if scheduled for the following shift within the next 24 hours provided another qualified employee is available.

Language Clarification: Per the MOU's of 1/22/00 and 8/23/03 and Article 37 the following departments have mandatory on-call requirements for full, part-time, and per diem staff: CT, MRI, Nuclear Medicine, Ultrasound, EEG, Cardiac Cath Lab and the Cancer Treatment Center. Additionally, the Diagnostic Radiology department staff will be placed on voluntary call for night shift coverage.

One-thirty minute episode of travel pay will be included into each four-hour block of guaranteed call back time, provided there has been a thirty minute lapse since the employee's last clock out time. Multiple instances of call back will not be paid until the initial four hours of guaranteed call back have expired. Additionally, the \$ [REDACTED] hourly on call pay will be paid during the time worked in a call back episode.

8.13A Premium Pay. When necessary to maintain a safe level of patient care, employees shall, whenever possible, respond to a call to report for work outside of their regular work schedule when deemed necessary by the Hospital. All hours worked shall be paid at one and one-half the employee's regular rate of pay, as premium pay. Employees who are called to work at other than their scheduled working hours shall be guaranteed four hours pay at the employee's straight-time rate for each call to report, of which 30 minutes shall be designated as travel pay, provided the employee was called to report after leaving the Hospital grounds. Such an employee's schedule will not be altered to avoid payment of overtime unless waived in writing by the employee.

Language Clarification: "Employees" mentioned above refers to full and part-time (.1 FTE or greater) techs. Per Diem employees are not entitled the premium pay outlined in this article. Additionally travel pay is paid only whenever an employee responds to a call to work with less than twenty-four hour notice.

8.13B Critical Staffing Bonus. Any time a full-time or part-time employee or per diem employee who has satisfied his/her work requirement, who has not been placed on call responds to report to work with less than 24 hours notice, outside his/her regular work schedule as deemed necessary by management, that employee will receive the following critical staffing bonus in addition to all other applicable compensation. This may include any full-time, part-time, or per diem employee who is asked to stay and work beyond his completed shifts, within the applicable federal and/or state guideline:

Day shift (0700 – 1500): \$ [REDACTED]/hour
 Evening shift (1500 – 2300): \$ [REDACTED] hour
 Night shift (2300 – 0700): \$ [REDACTED]/hour

Language Clarification: Any employee (full, part-time, or per diem assuming the per diem work requirement has been met) who stays beyond a regularly scheduled/assigned shift of 8 hours or more; receives daily overtime plus the critical staffing bonus. For scheduled or assigned shifts of less than 8 hours, full or part-time employees receive premium pay and the critical staffing bonus. A per diem employee, who has met his/her work requirement and responds to a call to work with less than 24 hours notice, receives the critical staffing bonus, but not premium pay.

8.13C In instances of foreseen scheduling shortages (that is, when management is making or posting a schedule with known staffing shortages) and management requests an employee to work beyond his or her budgeted FTE, that employee will receive premium pay for all hours worked beyond their budgeted FTE.

Combined leave hours, scheduled and/or unscheduled, as well as personal and alternate day off holiday pay granted per pay period; count as part of hours worked toward an employee's budgeted FTE for premium pay purposes.

Premium pay as outlined in Article 8.13C also applies when there are unforeseen scheduling needs that arise after a schedule has been posted. In the above circumstances the employee will clock in using payroll Code 52/Extra Shift.

8.13D The VP of Operations, or the VP of Operations' designated representative for such purpose, may authorize bonus payments in circumstances where deemed appropriate by the Hospital in order to provide adequate staffing.

Language Clarification: This “Emergency Incentive Bonus” can only be authorized by the VP of operations or his/her designated representative and only in instances of an internal or external disaster and/or weather related incident as determined by the Emergency Incident Control Commander. A bonus of \$ [REDACTED] hour will be paid in addition to the hourly “Critical Staffing Bonus” outlined in Article 8.13B and/or premium pay as outlined in 8.13A to all authorized full and part-time (.1FTE or greater) employees only, for every hour worked until the disaster is deemed resolved by the Emergency Incident Control Commander.

8.14 Ready For Work. All employees shall report for and be ready for work at their scheduled starting time. The term “ready for work” shall include appropriate or required dress with the exception of those employees required to scrub into aseptic areas.

Language Clarification: Depending upon the needs of the department/unit, the charge tech may be permitted by the director/manager to clock in under the “charge” code 15 minutes prior to the beginning of his/her scheduled/assigned shift.

8.15 Computation of Overtime. Hours paid for but not worked shall not be considered in computing overtime. Unless otherwise expressly provided in this agreement, overtime and/or premium pay shall not be pyramided, compounded or paid twice for the same hours worked. The Hospital shall not, as a matter of policy, reschedule an employee for extra work because of time off with pay. Overtime shall only be worked when authorized by a supervisor, manager, or their designee. The parties specifically agree that for the purpose of the Fair Labor Standards Act and related or similar federal or state legislation or regulations, the one and one-half time premium pay provided in this Article shall not be included in “regular rate of pay” for purposes of computing overtime.

Language Clarification: Overtime will be paid according to the specifications outlined in the Fair Labor Standards Act.

8.16 Shift Changes. The Hospital may not schedule a shift change more than once in any calendar week (Monday through Sunday). This requirement may be waived in writing by the affected employee as noted in Section 8.20.

8.17 Regular Schedules. Applications for shift assignments will be made to the appropriate department head when shift positions are vacant. If there is more than one applicant for the vacancy, it shall be filled by the applicant with greater bargaining unit seniority where qualifications are equal in the reasonable judgement of the Hospital.

8.18 Low Volume Days. If the number of scheduled employees is greater than needed for a particular shift, the Hospital may implement the following work reduction plan: (i) reasonable efforts will be made to reassign employees based on individual skills, experience or cross training; (ii) employees may elect to use combined leave or personal holiday leave if called off work due to reduced work load; (iii) employees shall be notified of low volume days at least two hours before they are scheduled to work. Two attempts to contact the employee at home or other phone number provided will constitute notification; (iv) all full-time and part-time employees will continue to be eligible for and accrue the benefits of a full-time or part-time employee when voluntary or assigned ATO's are implemented; (v) low volume days off will be equitably rotated among employees performing like duties (employees may elect to work a shift other than their usual shift to ensure equitable rotation); (vi) management will decide whether an employee who is sent home is on call. If management decides the employee is on call, the employee will receive on call pay; (vii) per diem employees will be called off work due to low volume before regular full-time or part-time employees unless the regular employee requests that shift off or declines to work on a particular shift.

Language Clarification: As per the Labor/Management agreement of 9/5/01 – no mandatory ATO's, may be assigned to regular full or part-time (.1 FTE or greater), respiratory care staff

unless they are on a premium shift with a bonus or a pre-scheduled premium shift or a call back shift.

8.19 Increased Hours. A part-time employee, as defined in Section 8.01, who works a minimum of 80 hours per pay period or six 12-hour shifts per pay period for 12 weeks shall be given the full-time benefits until the individual ceases to work as defined above for a period of 12 weeks.

8.20 Waiver. Employees may voluntarily agree to work one or more of the scheduling patterns described in Sections 8.07, 8.08, 8.09 and 8.16 by signing a written waiver form, in advance, and submitting the waiver to the employee's department manager.

Written waivers shall be for an indefinite period unless a specific period or date is designated by the employee on the waiver form or unless revoked in writing by the employee. A revocation must be signed by the employee and submitted at least 30 days in advance of the schedule in which the revocation will take effect. The revocation will not be effective as to either the current schedule or any future schedule posted at the time of the revocation. Copies of the Waiver and Revocation of Waiver forms are located in Addendum B.

Waiver forms will include four copies with one copy retained by the employee. The manager will retain one copy and distribute the remaining copies to Payroll and Human Resources. On a monthly basis, Human Resources will provide the Union with a copy of all new waivers.

ARTICLE 28**WAGE RATES AND CLASSIFICATIONS**

Establishment of salary ranges and experience credit.

All employees in the bargaining unit shall be assigned an appropriate job classification as per the records of the hospital. An appropriate salary range is designated for every job classification in the bargaining unit. The chart below reflects the salary range for each job classification.

The mid-point of the salary range is [REDACTED] % higher than the minimum of the salary range. The maximum of the salary range will be [REDACTED] % higher than the minimum of the salary range.

Appropriate placement for new hires within the salary range is calculated based on years of experience. Employees will receive experience credit of [REDACTED] % per year for up to **20** years of experience.

	Minimum	Midpoint 20 Yr.	Maximum
Cath Lab Tech (certified)	[REDACTED]	[REDACTED]	[REDACTED]
Cath Lab Tech (non-certified)	[REDACTED]	[REDACTED]	[REDACTED]
CRT I	[REDACTED]	[REDACTED]	[REDACTED]
CRT II	[REDACTED]	[REDACTED]	[REDACTED]
CRT III	[REDACTED]	[REDACTED]	[REDACTED]
CT	[REDACTED]	[REDACTED]	[REDACTED]
EEG Tech (registered)	[REDACTED]	[REDACTED]	[REDACTED]
EEG Tech (non-registered)	[REDACTED]	[REDACTED]	[REDACTED]
EKG I	[REDACTED]	[REDACTED]	[REDACTED]
EKG II	[REDACTED]	[REDACTED]	[REDACTED]
MRI Tech	[REDACTED]	[REDACTED]	[REDACTED]
Nuclear Med Tech	[REDACTED]	[REDACTED]	[REDACTED]
Pulmonary Rehab Therapist	[REDACTED]	[REDACTED]	[REDACTED]
Pulmon Lab Tech CRT	[REDACTED]	[REDACTED]	[REDACTED]
Pulmon Lab Therp RT	[REDACTED]	[REDACTED]	[REDACTED]
Radiation Therapist	[REDACTED]	[REDACTED]	[REDACTED]
Reg Polysom	[REDACTED]	[REDACTED]	[REDACTED]
Respiratory Educator/RT	[REDACTED]	[REDACTED]	[REDACTED]
Respiratory Educator/CRT	[REDACTED]	[REDACTED]	[REDACTED]
RT I	[REDACTED]	[REDACTED]	[REDACTED]
RT II	[REDACTED]	[REDACTED]	[REDACTED]
RT III	[REDACTED]	[REDACTED]	[REDACTED]
Ultrasound Tech (reg)	[REDACTED]	[REDACTED]	[REDACTED]
XRT-Diag	[REDACTED]	[REDACTED]	[REDACTED]

Note: Per diem positions are classified [REDACTED] % higher than regular status positions.

All graduate classifications (RT, XRT, Radiation Therapist will be paid at entry level divided by [REDACTED]

Definitions:

The base rate is defined as the hourly rate an employee receives within the salary range for that employee's classification and includes any national certification compensation; but excludes any differential or premium pay compensation.

Salary increases as well as employer retirement and flex credit contributions are calculated on the base rate. National certification compensation for new or current employees is not factored into the base rate for purposes of determining their appropriate placement on the salary range, as is experience pay. When applicable, national certification compensation is paid above the maximum of the salary range of an employee's specified classification.

28.03 (1) Techs will receive additional compensation based on the following:

National certifications will be compensated at \$ [REDACTED] per hour per certification to a maximum of 2 certifications for the following:

Pulmonary Lab Tec Certification
 Neonatal/Pediatric Respiratory Care Specialist (Respiratory)
 CNIM (EKG)
 R.EPT (EKG)
 Cardio Certification (Nuclear Med.)
 National Asthma Educator
 CCT (Certified Cardiovascular Technician) (EKG)
 or other additional credential approved by the Chief Nursing Officer or designee

Both of the following * certifications is required for becoming a registered ultrasound tech., so no additional differential will be paid unless a 3rd or 4th certification is obtained.

Neonatal Head (ultrasound)
 Vascular (ultrasound)
 Abdominal (ultrasound)*
 OBGYN (ultrasound)*
 Echo (ultrasound)
 Mammography (ultrasound)
 Fetal Echo (ultrasound)

One of the following certifications is required for becoming a certified cath lab tech. Additional compensation will be paid for the second certification.

ARRT (CV) or RCIS

In order to receive compensation for national certifications, a tech must maintain and provide verification of such certifications. Compensation will become effective the following pay period the certification is received in Human Resources and approved by the CNO/COO.

28.04 Salary Increases: 2008

1. Effective the first full pay period in August 2008, the salary ranges for job classifications in the bargaining unit will be adjusted as shown in the chart in section 28.01.

2. Effective the first full pay period in August 2008, all relevant employees (full-time, par-time and per diem) will be given equity increases based on [REDACTED] % credit per year of experience up to the maximum of

the salary range or a [REDACTED] % increase which is ever greater. No employee's base rate will decrease as a result of this increase.

3. If the salary increase as described in 28.04.2 results in the new salary being higher than the maximum of the salary range for an employee, the salary increase for those employees will be only the amount needed to bring the employee's salary to the maximum of the range. The remaining amount of the increase will be paid to the employee as an "above the maximum" increase over the following 26 pay periods, with an equal amount to be paid each pay period provided the employee generates a paycheck.

4. In addition, the "above the maximum" increase shall be included in overtime calculations for the purpose of computing the overtime rate of pay for all overtime hours worked in accordance with FLSA standards.

28.05 Shift Differentials. Shift differential shall be paid according to the following schedule:

1. Evening Shift. A differential of \$ [REDACTED] per hour shall be paid to Techs performing work for the Hospital between the hours of 1500 and 2330. For Techs assigned to the day shifts, no differential shall be paid from 1500 to 1530.
2. Night Shift. A differential of \$ [REDACTED] per hour shall be paid to Techs performing work for the Hospital between the hours of 2300 and 0730. For Techs assigned to the evening shift, the evening shift differential shall be paid from 2300 to 2330. For those working the day shift, no differential shall be paid from 0700 to 0730.
3. Weekend Differential. For all hours worked on scheduled shifts between the hours of 2300 on Friday and 2330 on Sunday for eight-hour shifts, and 1900 on Friday until 2330 on Sunday for twelve-hour night shifts, employees shall receive a weekend differential of \$ [REDACTED] per hour.

It is the intent of this section that employees working overtime will receive the differential applicable to the shift worked.

28.06 Charge Pay Differential. When an employee is assigned the responsibility of charge for a regular shift, a premium of \$ [REDACTED] per hour will be paid in addition to the employee's regular hourly rate. An employee who has completed his/her probationary period may be assigned to be in charge when determined necessary to do so by the manager/director or designee. The definition and duties of the charge tech may be modified only by consent of the parties to this agreement. This paragraph does not require the manager to designate a charge person for all shifts in each department.

As per the MOU of 8/9/00, the above language applies to the following departments: Diagnostic Radiology, MRI, CT, Ultrasound, Nuclear Medicine, EKG, EEG/Sleep Disorders, Cardiac Cath Lab, Respiratory Care, Cardio-Pulmonary Lab, and Cardio-Pulmonary Rehab. Additionally, the day tech in EEG/Sleep Disorders is currently the permanent charge tech. If this employee ever leaves the institution, the charge tech duties for EEG/Sleep Disorders will be renegotiated.

28.07 The prohibition on pyramiding premium pay contained in Section 8.15 of this Agreement shall not apply to weekend or shift differentials.

28.08 Compensation for New Graduates

The new graduate rate of pay for all of the above applicable classifications will be █% of the minimum rate (minimum rate, █). Once the graduate has passed all pertinent exams and received the proper license/credentials, his/her salary will be increased to the minimum of the applicable salary range (plus any experience credit).

28.09 Compensation for Respiratory Clinical Ladder

Advancement to levels above RT I and CRT I shall be based on progression within the Clinical Ladder program. An additional \$ █ per hour will be included in the employee's base rate upon advancement to RT II or CRT II. An additional \$ █ per hour will be included in the employee's base rate upon advancement to RT III or CRT III. If a RT I or CRT I advances directly to a RT III or CRT III, an additional \$ █ per hour will be included in the employee's base rate.

28.10 Compensation When Transferring into a Different Job Classification

An employee who qualifies and transfers to a higher, lower, or equally rated position, will be paid the minimum base rate of the new classification, plus any applicable experience pay.

28.11 Compensation When Working in Multiple Classifications

A. The Hospital may, at its discretion, post opportunities for bargaining unit employees to train for and work a portion of their schedule in a job classification other than his/her primary job classification.

B. Except when an employee is in a cross-training period (as defined below), the base rate for an employee taking call or working in a classification other than his/her assigned (primary) classification within the bargaining unit, the employee will be paid as outlined in 28.12 above for the actual hours worked in the alternate job classification.

C. Employees accepting a temporary assignment (thirty days (30) or less) at SVRMC's request, outside of their assigned (primary) job classification, will continue to receive their base rate of pay plus all applicable differentials, for all hours worked.

28.12 Cross-training Periods

A. Cross-training periods for orientation to a different area within the dept. will be based on initial competency evaluation by the manager/director and completion of competencies by the trainee. At the end of the cross-training period, the trainee must receive a satisfactory written evaluation completed by the technician from the appropriate specialty area who trained the person, in consultation with the director and a physician from an appropriate discipline. The trainee will also complete a self-evaluation. The cross-training period may be lessened or extended by mutual agreement between the trainee and the director, with input from the technician/technologist involved in the cross-training program.

B. The evaluation format for the cross-training program shall be a competency checklist developed jointly by a technician/technologist in that specialty area, the director and a physician from an appropriate discipline.

C. During an employee's cross-training period, the employee will continue to be paid at their current base rate. Upon successful completion of the cross-training program, the new base rate will be paid for all hours subsequently worked in the higher classification.

D. A trainee shall not be placed on call until after successful completion of the cross-training period.

28.13 Interpreter Compensation

Bargaining unit employees who are certified interpreters will receive \$ [REDACTED] per pay period as interpreter compensation, provided the employee generates a paycheck.

28.14 Quarterly Staffing and Payment Plan.

Employees covered by this Agreement may be paid according to the following quarterly alternative staffing and payment plan:

Indefinite night shift (either 2300-0730 or 1900-0730) with no rotation of shifts. The bonus payment of \$ [REDACTED] for a 12-week quarter or \$ [REDACTED] for a 14-week quarter will be pro-rated based on actual hours worked.

Indefinite weekend shifts – a minimum of 16 hours each weekend, defined as 2300 on Friday until 2330 on Sunday, for eight-hour shifts, and 1900 on Friday until 2330 on Sunday for twelve-hour night shifts. The bonus payment of \$ [REDACTED] for a 12-week quarter or \$ [REDACTED] for a 14-week quarter will be pro-rated based on actual hours worked. The agreement constitutes a written waiver of third weekend premium pay under the collective bargaining agreement.

Quarterly bonus payments will be calculated as follows:

Nights:

\$ [REDACTED]/hr x 40 hrs/week x 12 weeks = \$ [REDACTED] (not to exceed this amount) in a 12-week quarter

\$ [REDACTED]/hr x 40 hrs/week x 14 weeks = \$ [REDACTED] (not to exceed this amount) in a 14-week quarter

Weekend:

\$ [REDACTED]/hr x 24 hrs/weekend x 12 weeks = \$ [REDACTED] (not to exceed this amount) in a 12-week quarter

\$ [REDACTED]/hr x 24 hrs/weekend x 14 weeks = \$ [REDACTED] (not to exceed this amount) in a 14-week quarter

Quarterly alternative staffing agreements must meet the following criteria:

The hours must be available on the employee's unit. A director can reject a quarterly alternative staffing agreement if the hours are already covered by other employees with prior indefinite shift arrangements and/or prior quarterly alternative staffing agreements with other employees.

Payments will be made quarterly after the completion of the bonus period.

3. Quarterly agreements can be signed at the beginning of each quarter with the original submitted to the employee's director or designee.

4. All employees currently enrolled in the Quarterly Staffing and Payment Plan who want to remain in the bonus program indefinitely will sign annual contracts.

5. All current employees entering into the program will be offered the annual enrollment option for the remainder of the year.

6. Employees wanting to commit for a specific quarter only need to sign the appropriate contract and have their manager submit it to payroll no later than one month after the bonus quarter begins.

7. New employees hired in the middle of a contract period may enroll in the program upon completion of their probationary period.

8. In cases of staffing vacancies in the middle of the quarterly bonus period, another employee may sign up for the quarterly bonus for the remaining period.

ARTICLE 37

PER DIEM EMPLOYEES

37.01 Definition: Per diem employees are defined as employees who are not regularly or consistently scheduled but may be available to be assigned to cover available shifts not filled by full-time, part-time or traveler status employees and who are available to provide coverage for those shifts which require additional employees because of a shortage of existing regular staff. Regular and traveler staff will be scheduled up to their budgeted FTE before per diem employees are scheduled.

37.02 Scheduling: Per diem employees may take a schedule on either a full-time or part-time basis for a specific period of time, normally not to exceed six months or for the duration of the specified project or assignment. Temporary assignments will be posted internally for qualified per diem employees for a period of five days before outside applicants will be considered.

37.03. Per Diem Availability Requirements:

Availability for minimum work commitment will be provided by the per diem employee to each manager two weeks prior to the release of the next 28-day work schedule.

Availability criteria shall be as follows:

37.03.1 Regular Per Diem:

Regular per diem employees must be available for work and, if scheduled, are required to work a minimum of twenty-four (24) hours within a 28-day work schedule.

Regular per diem employees must be available to work at least one summer holiday (Memorial Day, Independence Day or Labor Day) shift (a minimum of eight hours), and at least one winter holiday (Thanksgiving Day, Christmas Day or New Year's Day) shift (a minimum of eight hours), per calendar year.

Regular per diem employees may be required to work day, evening, night, weekday, or weekend shifts and may be asked to assume call responsibility if required by the department. Call requirements and call schedules will be determined on a departmental basis.

Regular per diem employees who are scheduled to work a shift or holiday and are canceled by the department will count towards fulfilling per diem work requirements.

37.03.2 Seasonal Per Diem:

Seasonal per diem employees must be available for a minimum of twenty-four (24) hours within a 28-day schedule for a minimum of three consecutive months. Seasonal per diem employees will be required to go through an abbreviated orientation and an assessment of core competencies at the beginning of their three-month assignment. During the three-month work assignment the annual performance evaluation and annual competencies will be completed.

Seasonal per diem employees must be available to work one holiday (Memorial Day, Independence Day, Labor Day Thanksgiving Day, Christmas Day or New Year's Day) shift (a minimum of eight hours), within the three-month assignment.

Seasonal per diem employees may be required to work day, evening, night, weekday, or weekend shifts and may be asked to assume call responsibility if required by the department.

Seasonal per diem employees who are scheduled to work a shift or holiday and are canceled by the department will count towards fulfilling per diem work requirements.

37.03.3 Casual Per Diem:

Casual per diem employees must be available for a minimum of eight (8) hours but less than twenty-four (24) hours within a 28-day work schedule. Casual per diem employees must be available to work one holiday (Memorial Day, Independence Day, Labor Day Thanksgiving Day, Christmas Day or New Year's Day) shift (a minimum of eight hours) throughout the calendar year.

Casual per diem employees may be required to work day, evening, night, weekday, or weekend shifts. Casual per diem employees who are scheduled to work a shift or holiday and are canceled by the department will count towards fulfilling per diem work requirements.

37.04 Compensation for Per Diem Employees:

The per diem base rate shall be determined by adding █ % to the established base rate, to include any applicable experience pay (as reflected in the new salary scale for each job classification).

37.05 Transferring from Per Diem to Full or Part Time Status:

When a Per Diem employee transfers to a full or part-time position, his/her new base rate will be established as follows: current base rate minus any certification or degree compensation, divided by 1.15 plus any certification or degree compensation.

37.06 Benefits: Health Insurance and Retirement:

- A. Regular per diems may purchase Health insurance as covered in Article 26.05, Section 3.
- B. All per diems may purchase disability insurance if available. Payment will be coordinated directly with the insurance company not through payroll deduction.
- C. All per diems may contribute to the retirement plan as noted in Article 27.01, but are not eligible for employer contribution.

37.06 Workshop Attendance:

Workshop attendance will be governed by Article 17 of this Agreement, with approval by the COO/CNO.

37.08 Bonuses / Call Differential / Premium Pay / etc.:

Per diem employees will not be entitled to any other benefits or compensation set forth in this Agreement, except shift differential (Article 28, Section 28.09), weekend differential (Article 28, Section 28.10), on call and call-back (Article 8, Section 8.12), quarterly staffing bonus (Article 28, Section 28.14), premium pay for working on a premium pay holiday (Article 19, Section 19.04), charge pay differential (Article 28, Section 28.11), BMC pay (Article 8, Section 8.05.2.3), daily overtime (Article 8, Section 8.03) whenever the employee has been pre-scheduled for a specified number of hours, and critical staffing bonus (Article 8.13B) when asked to stay and work beyond a scheduled shift or called in with less than 24 hours notice, when availability requirements have been met in the prior 28-day schedule.

37.09 Availability / Competency Guidelines: Per diems who have not been available for three months may, at director discretion, receive written notice from the director requiring them to notify the director of interest and availability within ten working days. If the per diem does not respond within the specified time period with their availability, the employee will be administratively separated based on a lack of availability or departmental need.

If the appropriate manager or director determines that a per diem employee is no longer eligible to work in a specific department, based on competency or unavailability to establish competency, the manager/director must notify Human Resources and the employee in writing. The employee will have a reasonable grace period (not to exceed thirty days) as mutually agreed to by the director and the employee in which to attain orientation/competency. Reasonable is defined as a time period consistent with the competency or task that needs to be completed

37.10 Attendance.

Once any per diem employee has been assigned or has signed up to cover a shift, (either to work it or be on call) that employee is subject to the attendance standards referenced in Article 20 of this Agreement.

37.11 Bridging of Seniority for Per Diem Employees transferring to full or part-time status

Per diem employees do not accrue seniority while in per diem status. Upon transfer to full or part-time status, seniority will be bridged as outlined in Article 13.02.2.

Addendum B

Tech/Nurse Contract
WAIVER REQUEST - Read Carefully

I, _____ voluntarily waive the following provision(s) of the Union contract as noted below by my signature.

Sign only the provision you are waiving:

☐

#8.07: Consecutive workdays – More than six consecutive eight-hour days; more than five consecutive ten-hour days; or more than four consecutive 12-hour days

☐

#8.08: Consecutive weekends – working three or more consecutive weekends

☐

#8.09: No rest pay – Working regularly scheduled shifts with less than 15.5 hours of rest between 8-hour shifts; less than 13.5 hours of rest between 10-hour shifts; or less than 11.5 hours of rest between 12-hour shifts

☐

#8.16: Shift Changes – having a shift change more than once in a calendar week.

The length of time this waiver is in effect is (Sign ONE):

☐

One time only Date: _____

☐

From: _____ To: _____

☐

Indefinite (Waiver can be revoked in writing according to Section 8.21 for nurses or 8.20 for techs)

Note: Federal overtime cannot be waived. Threats or coercion to induce you to waive your right to overtime are a violation of federal law.

I further understand that I am not required to waive any of my rights and may choose to be scheduled according to contract.

Signed: _____ Date: _____ Employee # _____

Nurse/Technical Contract
Revocation of Waiver-Read Carefully

I, _____, am revoking my written waiver of the following provisions of the Union contract, as signed below.

#8.07: Consecutive workdays

#8.08: Consecutive weekends

#8.09: No rest pay

#8.16: Shift Changes

I understand the following:

This revocation must be submitted at least 30 days in advance of the schedule in which the revocation will take effect.

A copy of this revocation must be submitted concurrently to my supervisor, as well as the Nursing Office.

This revocation will not be effective as to either the current schedule or any future schedule posted at the time of this revocation.

Signed: _____

Date: _____

Employee Number _____

I, _____, _____, agree to work:
 name (please print) employee #

Please specify the shift you will work by checking the appropriate boxes:	
NIGHTS - STRAIGHT SHIFTS <i>No rotation of shifts.</i>	
<input type="checkbox"/>	▪ 8 hour shifts(2300 – 0730)
<input type="checkbox"/>	▪ 12 hour shifts(1900 – 0730)
<u>Weekends - Straight Shifts</u> NO ROTATION OF SHIFTS. <i>A minimum of 16 hours each weekend.</i> <i>Weekend hours are defined as hours between 2300 Friday to 2330 Sunday. for eight hour shifts and 1900 on Friday until 2330 on Sunday for twelve night shifts. I understand that by signing this waiver/agreement I agree to waive consecutive weekend pay as outlined in Article 8.08 of the collective bargaining agreements.</i>	
<input type="checkbox"/>	▪ 8 hour shifts
<input type="checkbox"/>	▪ 12 hour shifts
<input type="checkbox"/>	▪ Contract shift _____

1. ☐ Annual Election

2. ☐ Quarterly Election *Specify Quarter* 1 ____ 2 ____ 3 ____ 4 ____

3. Payments are prorated based on actual worked hours.

4. Payment will be made at the end of the month following a completed quarter.

5. The waiver must be signed by your manager and a copy sent to the Patient Care Services Office (please do not send the waiver to accounting).

6. If working nights and weekends, both bonuses will be paid.

7. Document contract shift on blank line under Weekends – Straight Shifts.

I understand I can revoke this waiver at least 28 days before the beginning of a new schedule.

Employee signature

month / day / year

Employee department

cost center #

position title

Manager Signature

month / day / year

ADDENDUM E

Settlement Between 1199NM and St. Vincent Hospital
September 17, 1996

The Union and the Hospital have reached a non-board agreement concerning the settlement of the National Labor Relations Board Unfair Practice Charge, Case 28-CA-13563 concerning disclosure of the Blueprint.

In this regard, the parties have agreed that:

1. The Hospital will provide reasonable notice, not less than 30 days, to the Union of any intent to move forward with the implementation of any recommendation affecting bargaining unit employees in both units, without respect to the department(s) or classification(s) involved;
2. Upon the notice provided in paragraph one, the Union will notify the Hospital within 30 days of its interest and intent to negotiate;
3. Subject to the negotiability of the issues raised by the recommendation, i.e., wages, hours, working conditions, and other terms and conditions of employment of bargaining unit employees, the parties agree to negotiate in good faith;
4. The Hospital agrees to provide all information, documentation, and rationale supporting the recommendation. This information, documentation and rationale shall come from both the Blueprint and any other sources; and,
5. Any disputes arising from implementation of paragraphs one through four herein shall be subject to arbitration starting at step four of the grievance-arbitration procedure contained in the collective bargaining agreement.

The Hospital agrees to meet with the Union during the present negotiations to develop language that speaks to our partnership in developing, negotiating, and implementing bargaining unit employee wages, hours, and working conditions necessary to provide quality care to those we serve.

Nothing in this Agreement is intended to waive any statutory rights of the parties.

This Agreement is reached with the understanding that neither party will contact the media regarding this agreement.

Union: /s/ Martha Quintana

Union Counsel: /s/ Carol Oppenheimer, Esq.

Date: September 17, 1996

Hospital: /s/ Ronald C. Winger, CEO

Hospital Counsel: /s/ Thomas J. McBride, Esq.

Date: September 17, 1996

ADDENDUM F
Revised 4/12/06

St. Vincent Hospital

May 1, 1990
Delma Delora, RN, President
District 1199 NM
1715 Callejon Emilia
Santa Fe, New Mexico 87501

Dear Delma:

This letter of agreement constitutes agreement between St. Vincent Hospital of Santa Fe, New Mexico and District 1199 NM, the nurse union at St. Vincent Hospital in the following matters and shall be considered a part of the contract negotiated and agreed upon between the Union and St. Vincent Hospital which went into effect February 1, 1990, and expires February 1, 1994.

The undersigned parties agreed to the following resolutions as a total package:

1. Employees shall be paid for actual hours worked during the change over to daylight savings time and the change back from daylight savings time. Due to the lack of sufficient and clear notice of this factor, those employees who work only seven hours during the shift when daylight savings time was instituted in calendar year 1990 will receive one hour of additional pay for 1990 only. For all future years, employees will receive pay only for those hours which are actually worked. In other words, in 1991 employees working during the shift on which daylight savings time is instituted shall only be paid for seven hours as the regular shift for working seven hours.
2. In the event that the regular schedule is posted late and an employee covered by the tech bargaining unit loses hours of work as a result of not knowing that he or she is responsible for reporting to work, the employee shall be paid at the regular straight time rate without differentials for the hours lost. In no case shall this provision call for the payment of more than eight hours for the four week period covered by the schedule.

/s/ Debra Hillary
St. Vincent Hospital Representative
November 13, 1996

/s/ Delma DeLora
1199 NM Representative
November 13, 1996

Addendum H

Memorandum of Understanding
Between
St. Vincent Hospital & District 1199nm
Technical Bargaining Unit

In lieu of the provisions of Article 8.04, employees working in the MRI and CT departments have voluntarily waived the unpaid lunch breaks and have thus reduced their regularly scheduled shifts by ½ hour.

Since they are unable to leave their work area, Polysom techs working 1900-0730 routinely receive no lunch pay.

Departments that routinely have no lunch pay for reduced staffing (get paid for the ½ hour meal break) are: EKG on Saturday and Sunday evening, (1500-2330) as well as EKG night shift (2300-0730) Monday-Sunday.

Additionally, the following departments have no lunch pay provisions, (get paid for the ½ hour meal break) in instances of reduced staffing: Respiratory Care 2300-0730 whenever only two techs are working, and Diagnostic Radiology 2300-0730 whenever only one tech is working.

This agreement is an updated revision of the August 23, 200 Memorandum of Understanding regarding the provisions of Article 8.04.

/s/
Shirley Cruse
President, T3echnical Unit
District 1199NM
August 4, 2006

/s/
Gary Williams
COO
St. Vincent Regional Medical Center
August 4, 2006

Addendum L

MEMORANDUM OF UNDERSTANDING
For
Calculation of a Tech's Rehire Rate of Pay

PURPOSE:

To establish a method for calculating a tech's rate of pay if rehired into a full or part-time position within four (4) months of the tech's termination date. The rationale for this decision is that the unit would have to hire contract/traveler employees at higher rates of pay for four (4) months; it would be more cost effective to rehire employees at their previous rate of pay.

PROCEDURE:

Effective December 1, 2005 a tech rehired into a full or part-time position within four (4) months of their termination date, will be rehired at their rate of pay and clinical ladder status in effect at the time of their separation of employment. Only Bargaining Unit Seniority will be bridged.

All benefits for the rehired tech will be based on the new rehire date.

The combined leave benefit, because it was paid out at termination, will be earned at the accrual rate of a new hire, and will have a six (6) month waiting period before it can be used, as outlined in Article 18, Combined Leave, paragraph 18.02 (1).

The Probationary and Orientation Period will apply as outlined in Article 9, Probation and Orientation.

Rehired techs will not receive sign-on bonuses if they have been separated from St. Vincent's for less than 12 months.

/s/
Shirley Cruse
President, 1199NM
May 24, 2006

/s/
Barbara Roe
Sr. Director, Human Resources
May 24, 2006

/s/
Gary Williams,
COO
May 24, 2006

Addendum Q

MEMORANDUM OF UNDERSTANDING
ARTICLE 15
LONGEVITY OF SERVICE
January 23, 2008

District 1199NM and St. Vincent Regional Medical Center (SVRMC)

Purpose:

This Memorandum of Understanding addresses agreement between District 1199NM Nurse Unit and SVRMC to make a change in the language in Article 38.02, Longevity of Service, Years of Service required to Receive Longevity of Service Compensation.

Language Change:

The current language reads "Years of service required to receive the longevity of service compensation is defined as 10 or more continuous years of full or part-time (0.5 FTE or greater) bargaining unit employment at St. Vincent Hospital."

The hospital and the union agree to change the language to read, "Years of service required to receive the longevity of service compensation is defined as 10 or more continuous years of full or part-time (0.5 FTE or greater) employment at St. Vincent Hospital.

Additionally, the parties agree to eliminate the language in Article 38.03 "Bridging of Continuous Years of Service as 0.5 FTE or Greater Beginning 1995" with the agreement that per diem employees whose years of service were bridged as of Dec. 31, 2007 will be "grandfathered" and will be eligible to receive the Longevity of Service Compensation (see list of "grandfathered" per diems employees).

After January 1, 2008, no other per diem employees will be eligible to receive the Longevity of Service Compensation. Any current full or part-time employee who changes status to per diem after January 1, 2008 will not be eligible to continue to receive the compensation and will only become eligible when he/she completes another 10 years of continuous employment as a full or part-time employee (0.5 FTE or greater).

The parties agree that with this Memorandum of Understanding the current Compensation of Longevity of Service as outlined below will continue in the new contract beginning July 2008 and continuing until the agreed upon Term of Agreement agreed upon for the new contract.

"Effective January 1, 2008, bargaining unit employees who have 10 or more continuous service as a 0.5 FTE or greater will receive an amount equal to █% of their base rate of pay added to their base salary of pay beginning the first full pay period following their most recent anniversary date of hire, re-hire date, or date employee changed status to 0.5 FTE or greater. If the █% salary increase results in the new salary being higher than the maximum of the salary range for an employee, the salary increase for those employees will be only the amount needed to bring the employee's salary to the maximum of the range. The remaining amount of the █% increase will be paid to the employee as a lump sum payment. "

/s/ _____
Shirley Cruse, President Technical Unit Date

/s/ _____
Barbara Roe, VP Human Resources Date